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Tarrant County Texas

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~~NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.~~

**SECOND AMENDMENT AND EXTENSION OF PAID UP OIL AND GAS
LEASE**

THE STATE OF TEXAS

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KNOW ALL MEN BY ALL THESE PRESENTS

COUNTY OF TARRANT

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This Amendment of Paid Up Oil and Gas Lease ("Amendment") is executed by **Phala Helm, Trustee of the Helm Living Trust** whose address is 2701 Wooded Trail Court, Grapevine, Texas 76051 ("Lessor") and **Chesapeake Exploration; L.L.C.**, (as successor in interest by merger **Chesapeake Exploration, Limited Partnership**) the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

WHEREAS, Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated June 15, 2006 from Lessor to Cimmaron Field Services, Inc. such lease recorded as document number D206214150, D.R.T.C.

WHEREAS, the lease was later assigned to Chesapeake Exploration, L.L.C. in that certain Assignment of Oil and Gas Lease executed June 23, 2006 recorded as Document No. D206260718 D.R.T.C. later amended and extended by document no. D209146019 D.R.T.C. covering the following property to wit:

10.038 acres of land, more or less, lying and being situated in the G.G. Starr Survey, Abstract No. 1466, and being the same land as described in that certain deed dated February 7, 1992, from John Spence to Phala Helm, and recorded in Volume 10530, Page 2039, of the Deed Records of Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desire to amend the Lease as follows:

1. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced by the following new paragraph 2.

"This lease which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 54 months from the date hereof and for as long thereafter as oil or gas or other substances covered hereby are

produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

As such, the primary term shall extend to December 15, 2010 rather than June 15, 2010 as was previously set forth.

2. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.
3. The Lessor hereby grants and leases the Subject Lands to the Lessee on the terms and conditions set forth in the Lease as amended hereby and the Lessor hereby adopts, ratifies and confirms the Lease, as amended hereby and agrees that the Lease as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.
4. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto shall remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby adopt, ratify and confirm said lease, grant, demise and let the Subject Lands unto Lessee subject to and in accordance with all of the terms and provisions of said Lease as amended herein.

This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof.

LESSOR:

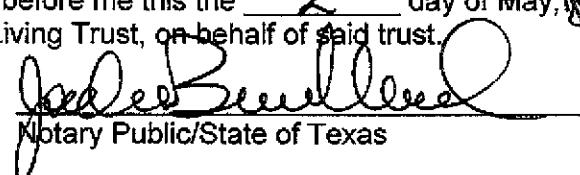


Phala Helm, Trustee of the Helm Living Trust

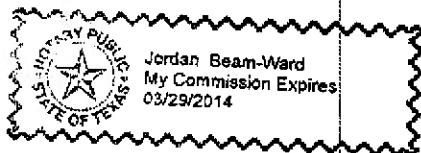
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

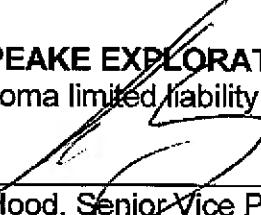
This instrument was acknowledged before me this the 2 day of ^{June} ~~May~~, 2010 by Phala Helm, Trustee of the Helm Living Trust, on behalf of said trust.



Notary Public/State of Texas



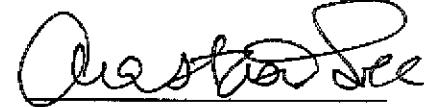
CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

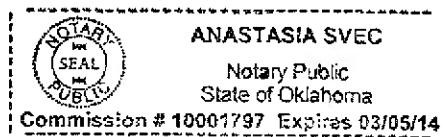
By: 
Henry J. Hood, Senior Vice President -
Land and Legal & General Counsel
W
HRP
CJM

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)
) §

This instrument was acknowledged before me on this 8th day of
June, 2010, by Henry J. Hood, as Senior Vice President - Land and
Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said
limited liability company.

My Commission Expires: 3/5/2014
Commission Number: #10001797


Notary Public



Total's Signature & Acknowledgements to follow:

TOTAL E&P USA, INC., a Delaware corporation

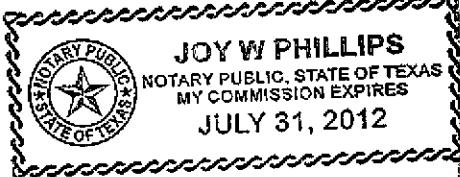
By:

Jean-Michel Lavergne
Jean-Michel Lavergne
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS) \$

The foregoing instrument was acknowledged before me this 18th day of
June, 2010, by Jean-Michel Lavergne as President and Chief Executive
Officer of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on
behalf of such corporation.



Joy W. Phillips
Notary Public in and for the State of Texas